

LAW OFFICES OF DALE K. GALIPO  
Dale K. Galipo, Esq. (SBN 144074)  
E-mail: dalekgalipo@yahoo.com  
Renee V. Masongsong, Esq. (SBN 281819)  
Email: rvalentine@galipolaw.com  
21800 Burbank Blvd., Suite 310  
Woodland Hills, CA 91367  
Tel: (818) 347-3333  
Fax: (818) 347-4111

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

A.H., a minor, individually and as  
successor in interest to decedent, Richard  
Hayes, by and through his Guardian ad  
Litem, Tiffany Hayes; SOPHIA HAYES,  
individually and as successor in interest  
to decedent, Richard Hayes, Tiffany  
Hayes; and TIFFANY HAYES,  
individually and as successor in interest  
to decedent, Richard Hayes,

Plaintiffs,

vs.

COUNTY OF LOS ANGELES, et al.,

Defendants.

Case No.: 2:22-CV-03671 WLF (ASx)

**DECLARATION OF RENEE V.  
MASONGSONG IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED *EX*  
*PARTE* APPLICATION FOR  
APPROVAL OF COMPROMISE OF  
THE CLAIMS OF MINOR  
PLAINTIFF A.H.**

**DECLARATION OF RENEE V. MASONGSONG**

1. I am an attorney licensed to practice law in the United States District Court for the Central District of California. I am one of the attorneys of record for the Plaintiffs in this action. I have personal knowledge of the matters stated herein and would and could testify competently thereto if called. I make this declaration in

1 support of Plaintiffs' *ex parte* application for approval of the compromise of the  
2 claims of minor plaintiff A.H. by and through his guardian *ad litem*, Timothy  
3 Janson, individually and as a successor in interest to Shane Holland, deceased.

4 2. Defendants are represented by Jill Williams; Carpenter, Rothans &  
5 Dumont; 500 South Grand Avenue, 19<sup>th</sup> Floor; Los Angeles, California 90071; 213-  
6 228-0400; jwilliams@crdlaw.com.

7 3. I emailed a copy of the instant Application to Defendants' counsel on  
8 February 12, 2025. Defendants' counsel Ms. Williams and I exchanged emails on  
9 February 13, 2025, and Ms. Williams agreed to accept service of the notice of the  
10 instant Application by email. Ms. Williams also indicated that Defendants do not  
11 anticipate filing an opposition to the instant Application. Ms. Williams also  
12 informed me that Defendants do not oppose the filing of this application for  
13 approval of the minor's compromise on an *ex parte* basis, and Defendants take no  
14 position on the proposed distribution of the settlement funds.

15 4. This Application seeks approval of the compromise of Plaintiff A.H.'s  
16 claims on an *ex parte* basis because the interest rate for the annuities are likely to  
17 expire if this petition is heard as a regularly noticed motion. For that reason, filing  
18 this Application as a regularly noticed motion may cause a decrease in payment  
19 benefits to the minor plaintiff.

20 5. The settlement agreement obligates Defendants to pay Plaintiffs and  
21 their attorneys of record the total gross sum of \$975,000 divided equally between  
22 the three Plaintiffs, as follows:

23	Tiffany Hayes and her attorneys	\$325,000
24	A.H. and his attorneys	\$325,000
25	Sophia Hayes and her attorneys	\$325,000

26 Plaintiff Sophia Hayes was formerly identified as "S.H." in this lawsuit.  
27 Sophia Hayes was born in 2006, and she is no longer a minor.  
28

1           6.       The nature of Plaintiff A.H.'s claims in this lawsuit are set forth in the  
2 operative complaint filed in this action. Plaintiffs have agreed to settle their claims  
3 without a trial on the merits.

4           7.       Plaintiff A.H.'s damages in this case arise from (1) the injuries suffered  
5 by his father, Richard Hayes (the decedent), for which Plaintiff A.H. can recover  
6 survival damages as a successor in interest (survival damages); and (2) Plaintiff  
7 A.H.'s individual loss of the decedent's comfort, care, companionship, training,  
8 support, and guidance (wrongful death damages).

9           8.       Plaintiffs' attorneys are requesting attorneys' fees of 35% of the  
10 \$975,000 in gross settlement proceeds. Plaintiffs signed retainer agreements with  
11 the Law Offices of Dale K. Galipo that provide for a 35% contingency fee, which is  
12 a total of \$341,250, shared equally among the three Plaintiffs.

13          9.       Plaintiffs' attorneys also seek reimbursement for A.H.'s pro rata share  
14 of Plaintiffs' total advanced litigation costs. Plaintiffs and their attorneys propose to  
15 allocate these costs on a pro rata basis reflecting the total recovery to each plaintiff,  
16 such that each plaintiff would pay one third of the total costs. The total advanced  
17 litigation costs are \$23,568.93. Plaintiff A.H.'s equal share of the costs is  
18 \$7,856.31.

19          10.      The contingency attorney fee award in this case is justified by attorney  
20 Dale K. Galipo's skill and experience in the civil rights field, the difficulties and  
21 complexities of this case, and the risk assumed by Plaintiffs' counsel. Mr. Galipo is  
22 one of the most successful and experienced civil rights attorneys in the country. Mr.  
23 Galipo has been elected as a "Super Lawyer" every year since the year 2013. In  
24 2019, Mr. Galipo was selected to the Inner Circle of Advocates, considered to  
25 represent the top one hundred civil plaintiff's attorneys in the United States. Also in  
26 2019, Mr. Galipo was elected as a Fellow of the American College of Trial  
27 Lawyers, which is recognized as the preeminent organization of trial lawyers in  
28 North America. In 2020, Mr. Galipo received the "Trial Lawyer of the Year" award

1 from the Consumer Attorneys Association of Los Angeles (“CAALA”). Also in  
2 2020, Mr. Galipo received the “2020 Consumer Attorney of the Year” award from  
3 the Consumer Attorneys of California (“CAOC”).

4 Some of Mr. Galipo’s recent notable verdicts include the following:  
5 \$13,500,000 verdict in the restraint death case *Zelaya v. City of Los Angeles*, tried in  
6 federal court before the Honorable Otis Wright in October 2023; \$23,800,000  
7 verdict in the police shooting case *Murillo v. City of Los Angeles*, tried in federal  
8 court before the Honorable Fernando Olguin in August 2023; \$10,000,000 verdict in  
9 the case *Najera v. County of Riverside*, tried in federal court in April 2023 before  
10 the Honorable Dolly M. Gee; \$17,002,000 verdict in the case *French v. City of Los*  
11 *Angeles*, tried in October 2021 before the Honorable Jesus G. Bernal; \$13,200,000  
12 verdict in the police in-custody death case *Valenzuela v. City of Anaheim*, tried in  
13 November 2019 before the Honorable Cormac J. Carney.

14 Mr. Galipo has recently been awarded statutory attorney fee rates of over  
15 \$1,000 an hour and up to \$1,400 an hour by multiple federal courts. In the case *L.D.*  
16 *v. City of Los Angeles*, tried in federal court in January 2020 in front of the  
17 Honorable Philip Gutierrez, Mr. Galipo achieved a verdict of \$4.5 million, and  
18 Judge Gutierrez awarded Mr. Galipo an hourly rate of \$1,100 in ruling on the  
19 attorney fee motion brought post-trial pursuant to 42 U.S.C. § 1988. In the case  
20 *Donastorg v. City of Ontario*, tried in federal court in June 2021 before the  
21 Honorable Jesus G. Bernal, Mr. Galipo was also awarded \$1,100 per hour. In *Craig*  
22 *v. County of Orange*, which Mr. Galipo tried in April of 2019, the Honorable  
23 Cormac J. Carney awarded Mr. Galipo an hourly rate of \$1,000 for work performed  
24 in the district court case, as well as \$1,200 per hour for his work in defending  
25 defendants’ appeals to the Ninth Circuit and the Supreme Court. Also in 2019,  
26 Judge Carney awarded Mr. Galipo \$1,200 per hour for his work in defending the  
27 defendants’ appeals of the verdict in the case *Valenzuela v. City of Anaheim*. In  
28 *French v. City of Los Angeles*, Judge Bernal awarded Mr. Galipo \$1,100 per hour

1 for his work at the district court level. In the same case, after the plaintiffs prevailed  
2 against the City's appeal, Judge Bernal awarded Mr. Galipo \$1,400 per hour for  
3 attorney fees on appeal, in an order dated February 21, 2024. Mr. Galipo's hourly  
4 rates as awarded by these federal judges supports Plaintiffs' attorneys' request for  
5 the full 35% contingency attorney fee in this case.

6 Additionally, this case involved a substantial amount of risk. If the Law  
7 Offices of Dale K. Galipo were not awarded a fully compensatory fee in cases such  
8 as this one, then these attorneys would not be able to take such difficult cases. In  
9 turn, minor plaintiffs such as A.H. would not be able to attract competent counsel  
10 who could achieve similar results. Accordingly, Plaintiffs' attorneys request  
11 reimbursement of the full amount of their attorneys' fees and costs.

12 11. As stated above, the gross amount of the settlement is \$975,000. The  
13 gross share of these proceeds apportioned for minor Plaintiff A.H. and his attorneys  
14 is \$325,000. After deducting requested attorneys' fees of \$113,750, and deducting  
15 and A.H.'s pro-rata share of costs (\$7,856.31), the total net settlement proceeds to  
16 A.H. is \$203,393.69.

17 12. It is requested that \$203,393.69 be used to fund a structured settlement  
18 annuity for A.H. Attached as "Exhibit A" hereto is the proposed structured  
19 settlement annuity for A.H., which is incorporated herein in its entirety by reference.  
20 A.H.'s guardian *ad litem*, Timothy Janson, agrees to this proposal and believes that  
21 it is in the best interests of A.H. Under the proposal set forth in "Exhibit A," the  
22 total amount that A.H. will receive after the last payment is made from the annuity  
23 is \$299,250.

24 13. This application or petition does not seek an order for payment of  
25 money to a special needs trust.

26 14. I (attorney Renee V. Masongsong, California State Bar Number  
27 281819) prepared the petition filed concurrently herewith. I am an attorney with the  
28

1 Law Offices of Dale K. Galipo, located at 21800 Burbank Boulevard, Suite 310,  
2 Woodland Hills, California, which represents Plaintiff A.H. in this action.

3 15. Plaintiff A.H.'s attorneys did not become concerned with this matter at  
4 the instance of any party against whom the claims of A.H. are asserted.

5 16. Plaintiff A.H.'s attorneys are not employed by any other party or any  
6 insurance carrier involved in the matter.

7 17. Plaintiff A.H.'s attorneys have not to date received any compensation  
8 for their services in connection herewith from any person.

9 18. In addition to receiving compensation from A.H.'s share of the  
10 settlement, Plaintiffs' attorneys expect to receive compensation for their services in  
11 connection herewith from the gross settlement proceeds allocated to Plaintiffs  
12 Tiffany Hayes and Sophia Hayes as follows: Plaintiffs' attorneys will receive  
13 \$113,750 in attorneys' fees from Tiffany Hayes' portion of the settlement and  
14 \$113,750 from Sophia Hayes' portion of the settlement. Plaintiffs' attorneys also  
15 expect to receive reimbursement from Plaintiffs Tiffany Hayes and Sophia Hayes in  
16 the amount of their pro rata share of costs advanced, which is \$7,856.31 from each  
17 plaintiff.

18 19. Attached hereto as "Exhibit B" is a group of documents from Pacific  
19 Life Insurance Company, including the ratings and sample guarantee.

20 I declare under penalty of perjury of the laws of the United States of America  
21 that the foregoing is true and correct, and that this declaration was executed this 13<sup>th</sup>  
22 day of February at Woodland Hills, California.

23  
24 s/ Renee V. Masongsong

25 Renee V. Masongsong  
26  
27  
28